



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

December 5, 2002

IN REPLY PLEASE  
REFER TO FILE: **PD-2**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**EXCHANGE OF CITY OF SIGNAL HILL FEDERAL-AID HIGHWAY FUNDS AND  
FEDERAL SURFACE TRANSPORTATION PROGRAM FUNDS  
FOR COUNTY OF LOS ANGELES GASOLINE TAX FUNDS  
CITY OF SIGNAL HILL-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 4  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chairman of the Board to sign the enclosed agreement between the County of Los Angeles and the City of Signal Hill providing for the County to pay \$339,308 in County gasoline tax funds to the City in exchange for an equivalent amount of the City's Federal-aid credits, through its previous assignment of Federal-aid funds to the County under City-County Agreement Nos. 71042, 71756, and 73717, and an assignment of the City's available Federal Surface Transportation Program funds to the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Your Board's approval of the enclosed agreement is necessary to effect the exchange of \$339,308 of the City of Signal Hill's Federal-aid credits, through its previous assignment of Federal-aid funds to the County under City-County Agreement Nos. 71042, 71756, and 73717, and an assignment of the City's available Federal Surface Transportation Program (STP) funds to the County for an equivalent amount of County gasoline tax funds.

The Los Angeles County Metropolitan Transportation Authority has established procedures that permit the transfer of STP funds between public agencies. The approval

of the enclosed agreement is required under these procedures. This exchange of funds is mutually beneficial to and in the general interest of the City and the County.

### **Implementation of Strategic Plan Goals**

This meets the County's Strategic Plan Goal of Service Excellence as it provides the City with less restrictive funds for the improvements of its streets for the benefit of the motoring public.

### **FISCAL IMPACT/FINANCING**

Your Board's approval of the enclosed agreement will result in no direct fiscal impact on the County. The County's payment of gasoline tax funds to the City will be offset by the City's Federal-aid credits, through its previous assignment of Federal-aid funds to the County under City-County Agreement Nos. 71042, 71756, and 73717, and an assignment of the City's available STP funds to the County.

The \$339,308 in gasoline tax funds to be paid to the City of Signal Hill is available in the Fiscal Year 2002-03 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed agreement provides for the County to pay a lump sum of \$339,308 in gasoline tax funds to the City in exchange for an equivalent amount of City's remaining Federal-aid credit, through its previous assignment of Federal-aid funds to the County under City-County Agreement Nos. 71042, 71756, and 73717, and an assignment of the City's available STP funds to the County.

The agreement has been approved by the City of Signal Hill and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

Since the enclosed agreement does not constitute the approval of a project pursuant to Sections 301 and 307 of the County of Los Angeles Environmental Document Reporting Procedures and Guidelines, the proposed action is not subject to the requirements of the California Environmental Quality Act.

The Honorable Board of Supervisors  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The County will be processing Federal-aid eligible projects in unincorporated areas to which the City's Federal-aid credits, through its previous assignment of Federal-aid funds to the County under City-County Agreement Nos. 71042, 71756, and 73717, and an assignment of the City's available Federal Surface Transportation Program funds to the County can be obligated. The City intends to utilize the gasoline tax funds to finance a portion of City's share of the cost for the Spring Street from Long Beach Boulevard to California Avenue project.

**CONCLUSION**

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to Public Works for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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C020926  
A:\SHL EXCH FED-AID CREDITS.wpd

Enc.

cc: Chief Administrative Officer  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF SIGNAL HILL, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

## W I T N E S S E T H

WHEREAS, pursuant to Agreement Nos. 71042, 71756, and 73717, CITY had previously assigned to COUNTY One Hundred Five Thousand and 00/100 Dollars (\$105,000.00), Ninety Thousand Seven Hundred and 00/100 Dollars (\$90,700.00), and Twenty-seven Thousand Nine Hundred Twenty-two and 00/100 Dollars (\$27,922.00), respectively, in Federal Surface Transportation Program funds, hereinafter referred to as "FEDERAL-AID CREDITS"; and

WHEREAS, CITY has available an amount of One Hundred Fifteen Thousand Six Hundred Eighty-six and 00/100 Dollars (\$115,686.00) in Federal Surface Transportation Program funds, hereinafter referred to as "STP"; and

WHEREAS, CITY now desires to exchange its FEDERAL-AID CREDITS and STP in the total amount of Three Hundred Thirty-nine Thousand Three Hundred Eight and 00/100 Dollars (\$339,308.00) for an equivalent amount of COUNTY gasoline tax funds; and

WHEREAS, CITY intends to utilize the gasoline tax funds to finance a portion of the cost for the Spring Street from Long Beach Boulevard to California Avenue project; and

WHEREAS, COUNTY is currently processing projects under the Federal Surface Transportation Program to which CITY'S FEDERAL-AID CREDITS and STP can be readily obligated; and

WHEREAS, such an exchange of funds is beneficial to and in the general interest of CITY and COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To exchange a total amount of Three Hundred Thirty-nine Thousand Three Hundred Eight and 00/100 Dollars (\$339,308.00) in FEDERAL-AID CREDITS through CITY'S previous assignments of Federal-aid funds to COUNTY under

Agreement Nos. 71042, 71756, and 73717, and an assignment of CITY'S available STP, for an equivalent amount of COUNTY gasoline tax funds.

- b. To invoice COUNTY for Three Hundred Thirty-nine Thousand Three Hundred Eight and 00/100 Dollars (\$339,308.00) upon receipt of CITY'S copy of the fully executed AGREEMENT.
- c. To utilize these gasoline tax funds to finance a portion of its share of the cost for the Spring Street from Long Beach Boulevard to California Avenue project.

(2) COUNTY AGREES:

- a. To accept CITY'S FEDERAL-AID CREDITS and STP in the total amount of Three Hundred Thirty-nine Thousand Three Hundred Eight and 00/100 Dollars (\$339,308.00) in exchange for an equivalent amount of COUNTY gasoline tax funds.
- b. To pay to CITY, following full execution of this AGREEMENT and upon receipt of CITY'S billing invoice, Three Hundred Thirty-nine Thousand Three Hundred Eight and 00/100 Dollars (\$339,308.00) in COUNTY gasoline tax funds.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- b. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Ed Schroder  
Director of Public Works/City Engineer  
City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90806-3799

COUNTY:

Mr. James A. Noyes  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- C. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32389 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SIGNAL HILL on \_\_\_\_\_, 2002, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2002.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Chairman, Board of Supervisors

By \_\_\_\_\_  
DEPUTY

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
DEPUTY

CITY OF SIGNAL HILL

By \_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
CITY ATTORNEY